BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

OFFICE OF

The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102
Mobile: 9448279010

Email: gmdas@bescom.co.in

REQUEST FOR PROPOSAL

"Availing Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks for a period of 3 years with a provision to extendable for two more years based on the performance and on mutual consent-CALL-2".

Tender Reference: BESCOM/2023-24/SE0114

Date and time for commencement of downloading of tender document from the KPP portal *https://kppp.karnataka.gov.in*	As per KPP portal
Last date and time for seeking clarifications if any	As per KPP portal
Date, time and venue of Pre-bid meeting	As per KPP portal
Venue	The General Manager (DAS, SG & TIC), BESCOM Integrated Control Centre-1, 2nd Sector, 24th Main, 17th Cross, Opp. BWSSB, HSR Layout, Bangalore-560102
Last date and time for submission/uploading of tender in the KPP portal *https://kppp.karnataka.gov.in*	As per KPP portal
Date and time for opening of the Technical tenders	As per KPP portal
Date and time for opening of the financial tenders	Will be notified to the qualified tenderers on the KPP portal

KEY EVENTS AND DATES

1	Tender Inviting Authority	GM (DAS,SG&TIC), BESCOM
2	Job Requirement	As per KPP portal (Karnataka Public Procurement Portal https://kppp.karnataka.gov.in)
3	Date of Publication of RFP	As per KPP portal
4	Last date of Receiving Queries/ Clarification	As per KPP portal
5	Time, Date and venue of Pre - bid meeting	As per KPP portal
6	Date of Response to Bidder Queries	As per KPP portal
7	Last Date of Submission of bids	As per KPP portal
8	Bid Processing Fee Payable	As per KPP portal
9	Amount Put To Tender	Rs.1,80,00,000/- for a period of three years
10	Earnest Money Deposit	Rs.1,80,000/-
11	Name of the contact person for any clarification	GM (DAS, SG & TIC), BESCOM Email: gmdas@bescom.co.in Contact No:9448279010
12	Date till which the bid submitted in response to RFP is valid	180 days from the last date of submission of bids.

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BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
(Wholly Owned by Government of Karnataka)

E-mail: gmdas@bescom.co.in

The General Manager (DAS, SG&TIC)
BICC-1,2nd sector, 24th main, 17th cross
HSR Layout, Benagluru-560 102

SECTION-1: LETTER OF INVITATION

Request for Proposal for selection of vendor to "Availing Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks for a period of 3 years with a provision to extendable for two more years based on the performance and on mutual consent (CALL-2)"

1. The General Manager (Ele.,), DAS, SG&TIC, BESCOM invites Request for proposal (RFP) from eligible bidders to "Availing Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks for a period of 3 years with a provision to extendable for two more years based on the performance and on mutual consent (CALL-2)".
2. More details on the Services are provided in the attached Terms of Reference.
3. The method of selection of bidder shall be Least Cost Selection (LCS) Method as per the clause 28(d) of KTPP act. The bidders interested to participate in providing services shall satisfy the following conditions with achieving minimum technical score.

Scope of Work: Bidder shall provide Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks. Please refer section 5.3.

Contract Period: The Contract Period is for a period of 3 years with a provision to extendable for two more years based on the performance and on mutual consent

TECHNICAL REQUIREMENTS		
Sl. No.	**Pre-Qualifying Requirements (PQR)**	**Documents to be uploaded.**
1	The bidder shall be a registered sole proprietorship firm or registered & unregistered under partnership Act 1932 or a company incorporated under companies Act 1956/2013 incorporated under partnership act and companies Act 1956/2013 or incorporated under Limited Liability Partnership Act 2008.	Bidder shall upload Certificate of Incorporation in case of Registered Company/ Partnership deed in case of Partnership Firm/proprietorship registration certificate/GST registration certificate in case proprietor ship firm/ Certificate of Incorporation in case of LLP firm.

2	The Bidder should have provided at least 1 Cyber Security Consultancy Services and Solutions projects in any of the Central/State Government, Undertaking Electrical Utility, Government bodies / Public /Private sector in India during the last five Financial Years (2018-19, 2019-2020, 2020-2021, 2021-2022 and 2022-23). The value of such work not less than 90% of Estimated value of the contract Note: Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weightage of 10% per year to bring them to the price level of FY in which the tenders are invited.	Bidder shall upload PO/Work Order/DWA/Completion Certificate from an officer not less than the rank of Executive Engineer or equivalent rank officials of Central/State Government, Undertaking Electrical Utility, Government bodies or Public sector.
3	The Bidder should be ISO 27001 and ISO 9001 certified organization.	Valid ISO 27001 and ISO 9001 certificate.
4	The Bidder company should have at-least 5 qualified Information Security/Cyber Security professionals (LA/LI/DISA/CISA/CISM/CDAC/CSA/CISSP/CEH/ISO 27001 certified) in their payroll with basic qualification of Bachelor Degree with Computer Science background.	Undertaking to be provided on company's letter head and is to be notarized. A copy of valid certificate document need to be provided as a proof of each resource.
FINANCIAL CAPABILITIES		
5	The Annual Turnover should not be less than TWO times the Amount Put To Tender in any two of preceding Five financial years viz., 2018-19, 2019-2020, 2020-2021, 2021-2022 and 2022-23.	The bidder shall upload a certified copy of the audited annual account statement/balance sheet/Profit and Loss statement preceding five financial years viz., 2018-19, 2019-2020, 2020-2021, 2021-2022 and 2022-23.
6	The Liquid Assets as on 31.01.2024 or at later date before last date of submission of technical bid consisting of cash at bank + Term Deposits + availability of fund based credit facilities in any of the Nationalized bank or Scheduled Bank shall not be less than 25% of the amount put to tender. The cash at bank, bank deposits and fund based credit facilities as on 31.01.2024 or at later date before last date of submission of technical bid shall be supported by certificate issued by any scheduled/ nationalized bank duly indicating the sanctioned, utilized and balance on given date. (The bidder is having the bank accounts in multiple banks. The cash at bank, bank deposits and fund based credit facility for the bidder should on the same date for all the banks). In case of Fund based credit facility, the certificate issued by the	The cash at bank, bank deposits and fund based credit facilities as on 31.01.2024 or at later date before last date of submission of technical bid shall be supported by certificate issued by any scheduled/ nationalized bank duly indicating the sanctioned, utilized and balance amount on given date. (The bidder is having the bank accounts in multiple banks, the documents issued by banks supporting cash at bank, bank deposits and fund based credit facility for the bidder, should on the same date for all the banks).

	scheduled/nationalized bank duly mentioning the sanctioning limits / funds.	
GENERAL REQUIREMENTS		
7	Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have: a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or b) Record of poor performance such as abandoning the services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or c) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.; and/or d) Defaulted/short closed due to non-performance against the order placed by any Public Electrical Utility/Govt. utility.; and/or e) Black-Listed by any Public Electrical Utility/Govt.	Bidder shall upload notarized Self-declaration.
8	Litigation History: The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years i.e. FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.	Bidder shall upload notarized Self-declaration
9	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Bidder shall upload Registration certificate issued by the competent authority.
10	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered.	Bidder shall upload notarized Self-declaration as per enclosed format specified.

	(Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	

4. Even though the bidders meet the above criteria, they are subject to be disqualified if they have:
   - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
   - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

5. Interested bidders may submit their proposals for implementation of the proposed work along with requisite EMD declaration (as notified in the KPP Portal) through online at https://www.kppp.karnataka.gov.in.

6. **Earnest money deposit:** Please refer EMD clause (clause 2.4.3 of Information to Bidders)

7. Tender Processing fee: As per stipulation in the KPP portal

SECTION- 2. INFORMATION TO BIDDERS

2.1 INTRODUCTION:

2.1.1 The Client named in the "Data Sheet" will select bidder among those participating in RFP in accordance with the method of selection indicated in the Data Sheet.

2.1.2 The bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder.

2.1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the bidder under each phase must be to the client's satisfaction before work begins on the next phase.

2.1.4 The bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, bidders are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if specified in the Data Sheet. Attending the pre-proposal conference is optional. The bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.5 The Client will provide the inputs specified in the Data Sheet, assist the bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

2.1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

2.1.7 BESCOM expects bidders to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment

that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

2.1.7.1 Without limitation on the generality of this rule, bidders shall not be hired under the circumstances set forth below:

(a) firms or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the firms.

2.1.8 It is BESCOM's policy to require that bidder observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BESCOM:

a. defines, for the purposes of this provision, the terms set forth below as follows:
b. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
c. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BESCOM, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive BESCOM of the benefits of free and open competition.
d. will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
e. will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded BESCOM-financed contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a BESCOM-financed contract; and
f. will have the right to require that, BESCOM to inspect bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BESCOM.

2.1.9 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by BESCOM in accordance with the above sub para 2.1.8 (d).

2.1.10 Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.2.1 Bidders may request a clarification of any item of the RFP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent through electronic mail/KPP indicated in the Data Sheet. The Client will respond to such requests and will upload copies of the response in KPP only (including an explanation of the query but without identifying the source of inquiry) to all invited bidders who intend to submit proposals.

2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited bidder, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum shall be uploaded in KPP only and will be binding on all invited bidders. The Client may at its discretion extend the deadline for the submission of Proposals.

2.3 PREPARATION OF PROPOSAL

2.3.1 Bidders are requested to submit a Proposal (para 2.1.2) written in the language(s) specified in the Data Sheet. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Client, shall be written in language(s) specified in the Data Sheet. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in language(s) specified in the Data Sheet, in which case, for purposes of interpretation of the Bid, such translation shall govern.

Technical Proposal

2.3.2 In preparing the Technical Proposal, bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information in KPP portal may result in rejection of a Proposal.

2.3.3 While preparing the Technical Proposal, bidders must give particular attention to the following:

a. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

b. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

c. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

d. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

e. Reports to be issued by the bidder as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the bidder's personnel have a working knowledge of the Client's official language.

2.3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

a. A brief description of the organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

b. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

c. A description of the methodology and work plan for performing the assignment (Section 3D).

d. The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

e. CVs recently signed by the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

f. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

g. Any additional information requested in the Data Sheet.

2.3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

2.3.6 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4).

2.3.7 The bidders should quote their total price offer in KPP portal for all the services sought by the department in the Terms of Reference, **including the all applicable Taxes**. The breakup of cost for all items of the RFP shall be provided to the client in the event of the order. Firm shall express the price of their services in Indian Rupees.

2.3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.

2.4 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

2.4.1 Interested bidders shall login to https://kppp.karnataka.gov.in and follow the procedures and guidelines given there or call the KPP help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

2.4.2 Downloading of tender documents, submission of proposal will be through Government of Karnataka KPP website https://kppp.karnataka.gov.in/ under login for Contractors. Bidders must get themselves registered, acquainted and trained on the procedure of participating in KPP. Bids shall be uploaded through KPP portal only on or before the last date and time for submission of bid. Bids not submitted through KPP mode and non-uploading of EMD / Bid security declaration will be treated as disqualified.

2.4.3 **Earnest Money Deposit (EMD)**

2.4.3.1 The bidders are requested to pay EMD as indicated in the KPP portal along with the Technical Bid.

2.4.3.2 The bidder can pay the Earnest Money Deposit (EMD) in the KPP portal using any of the following payment modes:

i. Credit Card
ii. Direct Debit
iii. National Electronic Fund Transfer (NEFT)

2.4.3.3 The bidder's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the bidder taking into account the following conditions:

a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at designated Bank until the contract is closed.
b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of bidder to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank Before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favor of **KPP, Government of Karnataka** and submit to designated Bank before bid submission time and update the transaction reference in KPP portal.

For the details on e-Payment services refer to KPP portal for more details on the process.

2.4.4 The original Bid (Technical Bid and Financial Bid; see para 2.1.2) shall be prepared as per RFP document.

2.4.5 An authorized representative of the bidder shall digitally sign the Bid in KPP. The representative's authorization is confirmed by a written power of attorney accompanying the Bid.

2.4.6 The bidder shall submit the bids separately i.e., **Technical and Financial** electronically online in Government of Karnataka KPP portal.

2.4.7 Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on KPP portal.

2.4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

2.4.9 After the deadline for submission of bids, the Technical Bid shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through KPP portal only and the Financial Bid of qualified bidders will be opened in presence of the bidders who choose to attend.

REFUND OF EMD

2.4.10 Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank accounts of the bidder registered in the KPP portal.

2.4.11 The earnest money deposit of unsuccessful bidder will be returned as soon as possible after the tender has been finalized.

2.4.12 The earnest money deposit of the successful bidder will be discharged when the bidder has furnished the required Performance Security and signed the Agreement.

2.4.13 The earnest money deposit may be forfeited:

a. if the bidder withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;
b. in the case of a successful bidder, if the bidder fails within the specified time limit to furnish the required Security deposit or sign the Agreement.
c. in case of bidder submitting fake documents such as Annual financial turn over, work done certificate etc., relevant to the proposal.

2.5 PROPOSAL EVALUATION

General

2.5.1 From the time the proposals are opened to the time the contract is awarded, if any bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the bidder to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the bidder's proposal.

2.5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

2.5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score (Ts). A proposal shall be rejected at this stage if it does not respond to important aspects or if it fails to achieve the minimum technical score.

Only those bidders who meet the following Pre-qualifying criteria stated in point 3 of *SECTION-1: LETTER OF INVITATION* shall be considered for the score Technical Evaluation criteria of the bidder.

2.5.4 The client will carry out the technical evaluation of proposals of only the bidders who satisfy the Pre-qualifying criteria stipulated in this RFP, on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score (Ts). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. **Only those bidders who score the minimum qualifying marks indicated in the Data sheet will be considered for opening of price bids.**

Public Opening and Evaluation of Financial Proposals; Ranking

2.5.5 After the evaluation is completed, the Client shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference in the KPP portal only. The Client shall simultaneously notify the bidders that have secured the

minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The date of opening of financial bid will be notified in KPP portal only.

2.5.6 The Financial Proposals shall be opened publicly in the presence of the bidder's representatives who choose to attend.

2.5.7 The Client will select the lowest proposal ('evaluated' price). The selected bidder will be invited for negotiations.

2.6 NEGOTIATIONS

2.6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

2.6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the bidder to improve the Terms of Reference. The Client and bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

2.6.3 Having selected the bidder on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the bidder may be disqualified.

2.6.4 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the bidder will initial the agreed contract.

2.7 AWARD OF CONTRACT

2.7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist that they were unsuccessful in KPP portal only. (para 2.5.3)

2.7.2 The bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

2.7.3 In case if the successful bidder has a foreign Tie-Up, contract is awarded to the successful bidder only after BESCOM obtains No Objection Certificate from Ministry of Home Affairs.

2.8 PERFORMANCE SECURITY

2.8.1 Within 15 days of receipt of the Letter of Acceptance, the successful bidder shall deliver to the Client a Security deposit in the forms of Bank Guarantee in the favor of General Manager, DAS, SG & TIC, BESCOM at **an amount equivalent to 5% (Five percent) of the Contract price.**

2.8.2 Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The Security deposit shall be valid until a date 90 days from the date of expiry of contract period.

2.8.3 The Performance Security shall be furnished from any Nationalized Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

2.9 CONFIDENTIALITY

2.9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified that it has been awarded the contract.

DATA SHEET

Information to Bidders

No	Section	Title	Details
1	1.1	Name of Client	BESCOM or its authorized representative.
2	1.2	The method of selection is:	Least Cost Selection (LCS) Method.
3	1.3	Description of Assignment.	As per Terms of Reference.
4	1.4	Financial Proposal to be submitted together with Technical Proposal	YES
		Name of the assignment is:	Availing Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks for a period of 3 years with a provision to extendable for two more years based on the performance and on mutual consent.(CALL-2)
5	1.5	The Assignment is Phased	No, the Assignment is continuous in nature.
6	1.6.1	A Pre Proposal Conference will be held :	Yes.
		Pre proposal conference time & date	Time & date as notified in the KPP portal
7	1.6.2	A pre-proposal conference venue	Conference hall, 1st Floor, Belaku Bhavana, Corporate Office, BESCOM K.R Circle, Bangalore 560 001. Karnataka, India. E-mail:gmdas@bescom.co.in
8	1.7	Clients Inputs	The General Manager, DAS, SG & TIC, BESCOM will provide the available information.
9	1.8	The Client envisages the need for continuity for downstream work	No.
10	1.9	Clauses on fraudulent and Corrupt practices	Contract will be terminated as per Sub-Clause 2.7.1 of General Conditions of Contract.
11	2.0	Clarification of any item of the RFP	Clarifications may be sought from Office of the

			General Manager, DAS, SG & TIC, BICC-1, HSR Layout, Bengaluru on or before the dead line set for seeking clarifications in the following format only Email: gmdas@bescom.co.in Also, bidder can submit online clarification through KPP portal through query option on or before the deadline notified in KPP portal.
12	2.1	Language of the Proposal	English
13	2.2	Bidder participating in RFP may associate with other Bidders	Bidder participating in RFP should not associate with other participating Bidder.
14	2.3	The estimated number of key and sub key professional staff months required for the assignment is:	The estimated number of key and sub key professional staff is indicated in Terms of Reference and scope of Bidder.
15	2.4	The minimum qualification and experience required for the proposed key and sub key professional staff is:	As per schedule in Terms of Reference and scope of Bidder.
16	2.5	Official Language Language of reports	English
17	2.6	Training is an important feature of this Assignment	No.
18	2.7	Additional Information in the Technical Proposal includes	NIL
19	2.8	Validity of Proposal	180 (One Hundred and Eighty) days from the last date of submission of proposal.
20	2.9	Last Date and time for submission of proposal	As notified in the KPP portal of Government of Karnataka
21	3.0	The address to send information to the Client is:	The General Manager (DAS, SG & TIC), BESCOM Integrated Control Centre-1, 2nd Sector, 24th Main, 17th Cross, Opp. BWSSB, HSR Layout, Bangalore-560102 Email: gmdas@bescom.co.in

Sl. no.	Section no. / Clause no.	Page no.	Description/ Reference/ Subject	Clarification Sought

22	3.2	Location for Negotiations	At BESCOM
23	3.3	Commencement of Assignment	Next day of issue of Work Award.
24	3.4	Performance Security	5% (Five percent) of the Contract Amount

SECTION: 3 TECHNICAL PROPOSALS – STANDARD FORMS
(To be filled out and uploaded in the KPP portal)

3A. Technical Proposal submission form.

3B. Bidder's references

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition of task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Power of Attorney of Authorized Signatory

3H. Summary of the CV's of Key Staff Proposed

3I. Summary of bidder Annual Turnover.

3J. Summary of bidder Experience/Qualifications.

3K. Affidavit regarding correctness of information furnished and documents submitted.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

(On the letter Head of the Bidder)

[*Location, Date*]

FROM: (Name of Bidder)

To,

The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

Sir,

Subject: **"Availing Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks for a period of 3 years with a provision to extendable for two more years based on the performance and on mutual consent(CALL-2)"– Regarding Technical Proposal.**

We, the under signed, offer to provide the services for the above in accordance with your Request for Proposal notified in the KPP portal as Enquiry No:_____. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal encrypted in Government of KPP portal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held by the CLIENT, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Bidder:_____
Address: _____

3B. BIDDER'S REFERENCES

A - Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Bidder's Experience

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

[Using the format below, provide information on each assignment for which your firm for this assignment, was legally contracted for carrying out services similar to the ones requested under this assignment.]

Assignment name:	value of works for which services is obtained: (Indian Rs): Value of the contract: (Indian Rs):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Key professional staff Provided by Your Firm/entity(profiles):
Address:	Number of Staff assigned for the project:
Start date (month/year): Completion date (month/year):	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Assignment Director/Coordinator, Team Leader):
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder:_____

Address: _____

Note: Along with this format, the Experience certificate from the officer not below the rank of Executive Engineer or equivalent of the concerned utility shall be attached.

3C. COMMENTS AND SUGGESTIONS OF BIDDER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

BIDDER'S NAME:

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing,

a. *Technical Approach and Methodology: In this chapter the bidder should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Agency should highlight the problems being addressed and their importance, and explain the technical approach the agency would adopt to address them. Agency should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach*.

b. *Work Plan: The bidder should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the CLIENT), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms of Reference(TOR) and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule*.

c. *Organization and Staffing .In this chapter bidder should propose the structure and composition of team. Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Staff: [Certified Team leader/ Certified Project Engineer/ Certified Senior Security Engineer/ Certified Junior Security Engineer/Certified Qualified Information Security/ Certified Cyber Security professionals]

Name of Staff	Qualification	Year of Experience	Certificates obtained (LA/LI/DISA/CISA/CISM/CDAC/CSA/CISSP/CEH/ISO 27001, and any others)	Position Assigned	Task Assigned

2. Support Staff

Name of Staff	Qualification	Year of Experience	Certificates obtained (LA/LI/DISA/CISA/CISM/CDAC/CSA/CISSP/CEH/ISO 27001, and any others)	Position Assigned	Task Assigned

*LA-Lead Auditor; LI-Lead Implementer; DISA-Diploma in Information System Audit; CISA-Certified Information Systems Auditor; CISM- Certified Information Security Manager; CDAC-Cyber Defense Analysis Certificate; CSA-Certified SOC Analyst; CISSP- Certified Information Systems Security Professional; CEH- Certified Ethical Hacker; ISO 27001-International Organization for Standardization 27001 Certificate.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:

Name of Bidder:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:
[List all tasks to be performed under this assignment]

Key Qualifications:
[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.*]

Education:
[*Summarize college/university and other specialization of staff member, giving names of schools, dates attended, and degrees obtained.*]

Employment Record:
[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in the years mentioned in RFP, also give types of activities performed and Client references, where appropriate.*] (copy of Experience certificate shall be attached)

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

I, the undersigned further certify that I am willing to carry out this assignment and I confirm my availability to this assignment, if assignment is awarded to our firm.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Full name of the Bidder and Signature of Authorized Signatory

Date:
Place:

3G. Power of Attorney of Authorized Signatory

(To be executed on appropriate non judicial stamp paper)

We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with **us** and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid by the General Manager (Ele), DAS, SG & TIC, BESCOM (the "General Manager (Ele), DAS, SG & TIC, BESCOM herein after refer to as the CLIENT") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the CLIENT, representing us in all matters before the CLIENT, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the CLIENT in all matters in connection with or relating to or arising out of our bid for the said Consultancy Assignment and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 2024

For

……..

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

……

(Signature)

(Name, Title and Address of the Authorized Signatory)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same be affixed under common seal in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Tenderer should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

3 H. SUMMARY OF THE CV's OF KEY STAFF PROPOSED:

Sl. No	Key Professionals	Required Nos.	Working Experience	Core expertise with related Certifications	Working Experience with the firm
1.	Team leader	1			
2.	Senior Security Engineer	2			
3	Junior Security Engineer	2			

3I. SUMMARY OF BIDDER ANNUAL TURNOVER :

Name of the Bidder	Turnover of the Bidder				
	2018-19	2019-20	2020-21	2021-22	2022-23

3J : SUMMARY OF BIDDER WORK EXPERIENCE/QUALIFICATIONS :

Sl. no	Name of the Bidder	Name of the Client	Name of the projects completed in the last 5 years (2018-19, 2019-2020, 2020-2021, 2021-2022 and 2022-23)	Award reference (date & No.)	Value of the contract in INR Lakhs	Value of the project in INR in Lakhs	Date of commence ment	Date of completion
1								
2								
3								
4								
5								
6								
7								

3K. AFFIDAVIT REGARDING CORRECTNESS OF INFORMATION FURNISHED AND DOCUMENTS SUBMITTED (In an appropriate value of stamp paper)

I/We……. residing at ……..(*Address*)Authorized Signatory/Proprietor /Partner/ Director of M/s……situated at ……. ……. (*Address)* hereby solemnly declare as under:

1. That I/We have submitted my/our tender for ……. in response to Invitation to Tender No.……issued by …….. on the KPP portal https://kppp.karnataka.gov.in.

2. That I/We have uploaded the scanned copies/copies of the following documents as required by the tender document and in support of my meeting the stipulated eligibility and qualification requirements as stipulated in the tender document:
   (a) ……
   (b) ……
   (c) ……
   (d) ……
   (e) ……
   (f) …….

3. That the information furnished by me/us in the format are correct to the best of my knowledge and the documents/ certificates uploaded are true to the originals;
4. That I/We am in possession of the original documents and ready to produce the original documents and the original documents in support of the qualification information furnished for verification by the Employer or his authorized representative within 5 days of receiving the request from the Employer or his authorized representative;
5. That I/We have not made misleading or false representation in the Forms, Statements and Attachments submitted/uploaded in proof of qualification requirements;
6. That I/We do not have record of poor performance such as abandoning the works, not properly completing the contracts, inordinate delays in completion in completion, litigation history or financial failures etc.,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address:

SECTION-4. FINANCIALPROPOSAL –STANDARDFORMS

(To be uploaded only in the financial part of the bid)

4A. Financial Proposal submission form.

4B. Summary of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Bidder)

To,

The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102
Email: gmdas@bescom.co.in.

Sir,

Subject: Availing Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks for a period of 3 years with a provision to extendable for two more years based on the performance and on mutual consent– Regarding Financial Proposal. (CALL-2)

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for Proposal. Our Financial proposal is submitted on KPP portal in the Financial bid.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Consultancy: _____
Address: _____

4B. SUMMARY OF COSTS

Sl. No.	Description	Price (in Rs.) exclusive of GST 'A'	GST (%) 'B'	GST Amount (in Rs) 'C'	Price (in Rs.) inclusive of GST 'D' = 'A' + 'C'
1	Availing Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks for a period of 3 years with a provision to extendable for two more years based on the performance and on mutual consent.(CALL-2)				

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

SECTION 5: TERMS OF REFERENCE

1. **BACKGROUND**
2. **A CONCISE STATEMENT OF OBJECTIVES**
3. **AN OUTLINE OF THE TASKS TO BE CARRIED OUT**
4. **SCHEDULE FOR COMPLETION OF TASKS**
5. **DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT**
6. **DELIVERABLES BY BIDDER**

5. TERMS OF REFERENCE AND SCOPE OF SERVICES

5.1 BACKGROUND:

BESCOM – Bangalore Electricity Supply Company Limited is responsible for power distribution in eight districts of Karnataka. BESCOM covers an area of 41,092 Sq. KMs. with a population of over 207 lakhs. The company has 4 operating Zones – Bangalore Metropolitan Area Zone - North, Bangalore Metropolitan Area Zone - South, Bangalore Rural Area Zone and Chitradurga Zone, 9 Circles, 32 Divisions, 140 Sub-divisions and 550 Section Offices.

5.2 Objectives of this Project:

The objective of this RFP is to select vendor to provide technical support related to Cyber Security to BESCOM in maintaining IT/OT/IoT systems, web and mobile applications. Bidder shall provide Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks. He shall assist BESCOM in formation of policy and Guidelines/Circulars and review the advisories issued by CEA and to create a robust Information Security System (Cyber Security Framework, Cyber Security Operation Centre, Incident Reporting Mechanism etc.) in BESCOM to prohibit/fight against Cyber Security Threats.

Further, the bidder should assist in reviewing Critical Information Infrastructure of BESCOM with respect to cyber security issues.

The assignment shall commence from the date of issue of DWA by BESCOM.

The tasks to be carried out is as detailed in the section 5.3 below.

5.3 AN OUTLINE OF THE TASKS TO BE CARRIED OUT

5.3.1 **Scope of work/services/Roles and Responsibility of the Consultant:**

Bidder shall provide Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks. Also, maximizing efficiency in system protection, networks, data, software and information systems to guard against potential attacks.

5.3.1.1 Review of Information Security/Cyber Security/BESCOMs IT/OT/IoT security policy in regard of CEA (Cyber Security in Power Sector) Guidelines/guidelines issued by CERT/NCIIPC/MoP on Cyber Security Framework in BESCOM.

5.3.1.2 Review of preparedness of BESCOMs IT/OT/IoT systems in regard of CEA Guidelines on Cyber Security Framework in BESCOM.

5.3.1.3 Review of Cyber Security Policies in BESCOM and redrafting the same if required to align with CEA Guidelines (Cyber Security in Power Sector)/guidelines issued by CERT/NCIIPC/MoP whenever required/whenever amendment is issued to the guidelines.

5.3.1.4 Guidance for adopting best practices for server's OS, Updation of Anti-Virus, Firmware, Web application, Database, Security Devices, Network Devices, Desktops, Laptops, Mobile devices etc. in BESCOM to avoid any kind of cyber threats/incidents.

5.3.1.5 Review of Information / Cyber Security Incident response mechanism in BESCOM

when any kind of Incidents is identified anywhere in BESCOM jurisdiction.

5.3.1.6 The successful bidder shall provide recommendations/solutions to increase the effectiveness of the security controls in BESCOM.

5.3.1.7 The successful bidder shall assist BESCOM in implementation of any of the articles/guidelines/regulations issued by CEA/CERT/NCIIPC/MoP such as conduction of Mock Drills, implementation of ISO 27001 etc., in line with cyber security in BESCOM.

5.3.1.8 Preparation of Cyber Security Policy & Procedures in line with CEA Guidelines (Cyber Security in Power Sector) /guidelines issued by CERT/NCIIPC/MoP.

5.3.1.9 Preparation of Cyber Crisis Management Plan as part of Cyber Security Policy with reference to each IT/OT/IoT systems, web and mobile applications of BESCOM in regards to CEA (Cyber Security in Power Sector) Guidelines/Regulations.

5.3.1.10 The successful bidder has to provide Key professionals such as Team leader (1 no.) with 7-10 yrs working experience, Senior Security Engineers (2 nos.) with 5-7 yrs working experience and Junior Security Engineers (2 nos.) with 3-5 yrs working experience in the field of Cyber Security with Core expertise with related certifications like LA/LI/DISA/CISA/CISM/CDAC/CSA/CISSP/CEH/ISO 27001, and any others.

5.3.1.11 The successful Bidder shall monitor progress of all the activities specified in the scope of work and submit monthly progress report about various aspect of the study to the BESCOM.

5.3.1.12 The successful bidder shall suggest BESCOM regarding the advisories, patches, cyber threats landscape, IoA (Indicators of Attack), IoC (Indicators of Compromise), bot-net malware, behavior of honey pot devices installed, Vulnerable open services, malware hashes, threat hunt, threat actor report provided by NCIIPC/CEA/CERT/MoP/CSK (Cyber Swacchta Kendra) etc., The tools/software/hardware required for the analysis of any threats/vulnerable services will be included in the scope of the bidder at no extra cost to BESCOM.

5.3.1.13 Also the successful Bidder should be responsive 24*7 during the entire contract period to BESCOM CISO team to maintain Cyber Security in BESCOM.

5.3.1.14 The successful bidder should provide suggestions to maintain Cyber Hygiene in all the offices of BESCOM. Also, the successful bidder has to prepare the Network Architecture Diagram of all the offices of BESCOM (Corporate Office, O&M, Sub-Division Offices, Division Offices, Circle Offices, Zonal Offices etc.,) with no additional cost to BESCOM and update the Network Architecture Diagram as and when there are any changes.

5.3.1.15 The bidder shall deploy all the dedicated resources to be stationed onsite at BESCOM during the entire period of engagement.

5.3.1.16 The successful bidder should coordinate with the concerned Stakeholders of BESCOM to understand the architecture and prepare asset list of BESCOMs IT/OT/IoT systems, web and mobile applications to identify the loop holes for cyber threats in the organization.

5.3.1.17 Assist BESCOM in performing Mock Drill on BESCOMs IT/OT/IoT systems.

5.3.1.18 The successful bidder shall review BESCOMs CII (Critical Information Infrastructure) on regular basis to examine changes if any in the functional dependencies, protocols and technologies or upon any change in security architecture. Also, they shall consider the CII for risk assessment as well as for finalization of controls in statement of applicability.

5.3.1.19 In case of any cyber incidents identified in BESCOMs IT/OT/IoT systems, web and mobile applications the following is to be done immediately:

- The successful bidder should immediately go to the location of the incident with

no additional cost to BESCOM.

- Perform the root cause analysis of the incident and provide the Network Architecture diagram, extract the Perimeter Device logs, analyze the logs and provide the action to be taken report.
- The major activities to be performed in planning and preparation for incident handling are:

Sl. No.	Item	Details
1	Cyber Security Incident Handling Plan	Plan for Security Incident Handling
2	Reporting Procedure	Design and prepare for the reporting mechanism(s) Publish the report mechanism(s) to all staff
3	Escalation Procedure	Gather contact information for all personnel to be Contacted/ involved, both internal and external. Publish the escalation procedure to all personnel involved.
4	Security Incident Response Procedure	Prepare security incident response procedure. Publish the security incident response procedure to all personnel involved.
5	Training and Education	Provide training to operation and support staff on knowledge in handling security incidents. Ensure staff are familiar with the incident response process.
6	Incident Monitoring Measure	Monitor and measure various parameters related to incidents and ensure that these are reviewed as part of regular functional group meetings.

Post Incident Activity to be performed:

After successful mitigation and recovery from incident, the following need to be undertaken (before closing the incident) for future reference/precaution:

- Perform a postmortem analysis of the incident as well as the incident response adopted by BESCOM and CERT-In level
- Evaluate and perform assessment of the attack from the technical point of view in order to fine-tune and optimize the eradication mechanism
- Provide the primary back up plan to recover the data lost/impacted in case of any cyber incidents reported.
- Document lessons learnt from the incident and prepare incident report, including infrastructure protection improvements from the postmortem process.
- Prepare incident report with for future precaution and mitigation of similar attacks

5.3.1.20 Non-Disclosure Agreement (NDA) for Data sharing as per the Data Sharing Policy of BESCOM latest version should be executed between BESCOM and all the team members having access to BESCOMs IT/OT/IoT systems, web and mobile applications.

5.3.1.21 Assist BESCOM in responding to quires raised by Nodal Agency/MoP/CERT/NCIIPC/CEA.

5.3.1.22 All plans, drawings, specifications, designs, reports, other documents and software prepared by the consultants for the client under this contract shall become and remain the property of the client and the consultants shall not later than upon termination or expiration of this contract shall deliver to the client, together with the detailed inventory thereof.

Note: The Guidelines/circulars/advisories issued by CEA/NCIIPC/CERT/MoP towards Cyber Security have to take into account while executing the activities and shall be considered on priority.

5.3.2 General Requirement:

- The bidder shall strictly adhere to leading practices of project execution. Assess and evaluate cyber security requirements considering the management interests, goals, objectives, risk tolerance and other strategic objectives of BESCOM.
- In case of any threats identified in BESCOM, the successful bidder shall go to the location without any additional cost to BESCOM, analyse the issue, provide the action plan to resolve the same and provide the final report to BESCOM.
- Any other work assigned by CISO, BESCOM and CISO Representatives/Team, BESCOM related to Cyber Security postures in BESCOM.
- The CVs recently signed in blue/black ink by the respective Personnel and countersigned by the Applicant shall be submitted. Photocopy or unsigned/countersigned CVs shall be rejected
- Any replacement of the existing resource during the life of the consultancy can be done only by a person of similar/higher experience and qualification and in agreement with the utility.
- Any existing recourse taking exit from the project/assignment should hand over all the plans, drawings, specifications, designs, reports, other documents and software available before exiting.
- The bidder must have functional office in the Bangalore city for which bidder/agency wants to participate. The successful bidder has to provide notarized Self-Declaration at the time of issue of LOI.
- At the end of every month the successful bidder has to provide work completion report/work status report.
- All the resources should report to CISO and CISO representatives/team, BESCOM.
- All the information/data related to Cyber Security of BESCOM shall be kept confidential by the resources. If any data/information breach happens then legal action will be initiated against the resource.

5.4 CONTRACT PERIOD:

The contract is valid for a period of 3 years from the date of issue of DWA and extendable for two more years upon mutual consent.

5.5 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT:

5.5.1 BESCOM will provide the required information/data and permit to perform the said activity.

5.5.2 The bidder and all the personnel engaged in the activity has to execute the Non-disclosure agreement with the BESCOM before collecting any information/data pertaining to the activity.

5.5.3 The bidder will be responsible for making his own arrangements for all his accommodation, travel, transportation etc. to carry out the activities in BESCOM jurisdiction.

5.6 DELIVERABLES BY THE BIDDER:

Bidder shall provide the following (not limited to the one mentioned below)

- Gap Assessment Report as envisaged with recommended action plan and proposed timelines.
- Recommend and incorporate Changes to Existing Information Security Policies, Procedures (if required).
- Prepare new procedures and guidelines as per gaps identified while assessing IT /OT/IoT Infrastructure, web and mobile applications (if required).
- Detailed report with recommendations and action plan for the IT/OT/IoT systems, web and mobile applications for coordination and reporting mechanism (Dashboard etc.) to CISO.
- Cyber Security Policy and Procedures as per CEA Guidelines
- Cyber Crisis Management Plan as per CEA Guidelines
- Changes in existing Policies / Procedures if required
- Root cause analysis reports in case of any incident reported
- Any other details as requested by CISO, BESCOM and CISO representatives/team, BESCOM.
- For all the works assigned the successful bidder has to provide the work completion/work status reports.

5.7 SERVICE LEVEL AGREEMENT (SLA)

The successful bidder to adhere to below mentioned SLA. Amount as penalty shall be deducted as specified in the table below for breach of SLA.

Task Category	Task Completion Time	Penalty
Severe	1 day of task reporting	0.5% of charges for each day delay
High	2 days of task reporting	0.5% of charges for each day delay
Medium	4 working days of task reporting	0.25% of charges for each day delay

Low	10 working days of task reporting	0.25% of charges for each day delay

Note: BESCOM will assign the task category for the works defined in section 5.3 (section 5.3.1 (from 5.3.1.1 to 5.3.1.22) & 5.3.2) and 5.6 of this RFP at the time of work allocation. Based on the task category, task completion time is provided as above and penalty will be applied accordingly for any delay.

SECTION 6: CONTRACT FOR BIDDER'S SERVICES

Between

_____

[Name of Client]

And

_____

[Name of Bidder]

Dated:

CONTENTS

I. FORM OF CONTRACT

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions
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I. FORM OF CONTRACT

This CONTRACT (herein after called the" Contract") is made on the _____day of the month of**……**2024 between, on the one hand, The General Manager (Ele), DAS, SG & TIC, BESCOM, ----------(herein after called the "Client") and, on the other hand**……** (herein after called the "Contractor").

WHEREAS

(a) the Client has requested the Contractor to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Contractor, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) The following Appendices:
   Appendix A: Description of the Services
   Appendix B: Reporting Requirements
   Appendix C: Key Personnel
   Appendix D: Services and Facilities to be provided by the Client
   Appendix E: Breakdown of Contract Price
   Appendix F: Form of Performance Security (Performance Bank Guarantee)
   Appendix G: EMD declaration

2. The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:
   (a) The Contractor shall carry out the Services in accordance with the provisions of the Contract;
   and
   (b) The Client shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By (Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONTRACTOR]

By (Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

c. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

d. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

e. "GC" means these General Conditions of Contract;

f. "Government" means the Government of Karnataka;

g. "Local currency" means Indian Rupees;

h. "Member", shall be the authorized representative of the Contractor specified in the SC to act on their behalf in exercising all the Contractor's rights and obligations towards the Client under this Contract.

i. "Party" means the Client or the Contractor, as the case may be, and Parties means both of them;

j. "Personnel" means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

k. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

l. "Services" means the work to be performed by the Contractor pursuant to this Contract as described in Appendix A; and

m. **(Not applicable)** "Sub-Contractor" means any entity to which the Contractor subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

~~n.~~ **(Not applicable)** 'Third party" means any person or entity other than the

Government, the Client, the Contractors, or a Sub-Contractor.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, e-mail, fax or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractor may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Contractor, Sub-Contractor and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Contractor shall begin carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (f):

(a) if the Contractor do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Contractor (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Contractor (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) Any events listed in SC.

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Client of the Contractor' notice specifying such breach;

(c) if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and

obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof; (iii)

any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Client, the Contractor shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Contractor:

(a) Payments pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. **Obligations of the Contractor:**

3.1 **General**

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Contractor or third parties.

3.2 **Conflict of Interests**

3.2.1 **Contractor Not to Benefit from Commissions, Discounts, etc.**

The payment to the Contractor pursuant to Clause 6 shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Sub-Contractor, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Contractor, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Contractor shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Contractor and Affiliates Not to engage in certain Activities**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and their affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Contractor nor their Sub-Contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Contractor, their Sub-Contractor, and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client. A Non-Disclosure agreement as per prevailing data sharing policy of BESCOM shall be executed between the Client and Contractor (all the personnel engaged in the activity) before signing of contract and any information is shared.

3.4 **Insurance to Be Taken out by the Contractor**

The Contractor (a) shall take out and maintain, and shall cause any Sub-Contractor to take out and maintain, at their (or the Sub-Contractor', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Contractor's Actions Requiring Client's Prior Approval**

The Contractor shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Contractor shall remain fully liable for the performance of the Services by the Sub- Contractor and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Contractor shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Contractor to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Contractor in accordance with Clause 3.6 shall become and remain the property of the Client, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Contractor by the Client or purchased by the Contractor with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Contractor, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Contractor's Personnel and Sub-Contractor**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Contractor' Key Personnel are described in Appendix C.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client with negative financial implication of 2.50 % of the quoted monthly emoluments against the original key professional at the time of agreement.

(c) The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the client shall:

(a) issue to officials, agents and representatives of the client all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Contractor and the Personnel employed by the Contractor for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Contractor, Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Contractor and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Contractor as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

6. **Payment to the Contractor:**

6.1 **Contract Price**

The Contract price is set forth in the SC. The Contractor's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Contractor in carrying out the Services described in Appendix A.

6.2 **Terms and Conditions of Payment**

Payments will be made to the account of the Contractor and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Contractor have submitted an invoice to the Client specifying the amount due.

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(h)	The Member in Charge is NOT APPLICABLE.
1.4.1	The addresses are: Client: Office of the General Manager (Ele), DAS, SG & TIC, BESCOM Integrated Control Centre-1, 2nd Sector, 24th Main, 17th Cross, Opp. BWSSB, HSR Layout, Bangalore-560102 E-mail: gmdas@bescom.co.in
1.4.2	Notice shall be deemed to be effective as follows: (a) In the case of personal delivery or registered post, on delivery; (b) In the case of Fax/e-mail, 24 hours following confirmed transmission.
1.6	The General Manager (Ele), DAS, SG & TIC, BESCOM is the authorized Representative of BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED (BESCOM) (here after called as CLIENT). The Client's authorized Representative shall take all the actions required with respect to the execution of this Contract. However, Client Authorized Representative can recommend to the Client regarding termination of contract with relevant contractual documents. Contractor shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney supported by Board Resolution The authorized representatives for client: **The General Manager (Ele), DAS, SG & TIC, BESCOM /Chief Information Security Officer (CISO) and CISO Team/Representatives**
1.7.1	The service is inclusive of GST and applicable taxes and The Contractor shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
2.1	The date on which this Contract shall come into effect is: *Date of issue of Detailed Work Award (DWA)*
2.2	The Contractor shall begin carrying out the Services immediately after the date the Contract becomes effective.
2.3	This contract shall be valid for a period of 3 years from the date of issue of DWA
2.7.1	(e) **Performance of Contractor:** i. Contractor is expected to fully adhere to all the provisions of terms of reference and shall be fully responsible for successful implementation of the Project in accordance with the provisions of the works contract agreement and other schedules agreed between the Client /Client's Representative and the works contractors. Any failure of Contractor in notifying to the Client and work contractor on non-compliance of the work contract agreement and other schedules by the work contractor, non-adherence to the provisions of terms of reference and non-adherence to the time schedule prescribed under terms of reference amounts to nonperformance of the Contractor. In such a condition, Client has the right to encash the performance security and terminates the contract. ii. If the Contractor fails to deploy the key and sub key manpower as agreed in the terms of reference, will amount to non-performance of contractor. In such a condition, Client has the right to encash the performance security and terminates the contract.

	iii. During the execution of works; if the Contractor fails to perform their obligations as specified in terms of reference either with respect to progress monitoring and or quality control by the Contractor team the same shall be treated as non-performance of contract.
3.4	The risks and the coverage's shall be: (1) Third Party motor vehicle liability insurance as required under Motor VehiclesAct,1988, in respect of motor vehicles operated in India by the Contractor or their Personnel or any Sub-Contractor or their Personnel, for the period of Consultancy; (2) Third Party liability insurance for the period of Contract; (3) Client's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; (4) Professional liability insurance, with a minimum coverage equal to total contract value for this contract; and (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Contractor' property used in the performance of the Services, and (iii) any documents prepared by the Contractor in the performance of the Services.
3.5(c)	As defined in Terms of Reference (TOR).
3.7	The Contractor shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
5.1.(d)	Clause 5.1 (b) is not applicable.
6.2	The amount of Contract is the approved cost of the service inclusive of applicable GST.
6.2	Payments shall be made on quarterly basis based on the: 1. Attendance of the resources available, 2. Work Completion Report/ Work Status Report, 3. As per SLA Document & 4. Monthly reports. • The Contractor shall submit the bill in approved proforma (one original and three copies) in accordance with the Contract Agreement and agreed billing schedule in Work award to the successful bidder enclosing necessary supporting documents. The documents to be submitted will be mutually agreed between selected Bidder and BESCOM during Contract signing. • Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties and levies assessed on the Contractor, its Sub-contractors or their employees by all municipal, state or national government authorities in connection with the Project. The prices quoted by the Contractor shall be inclusive of all taxes, duties and levies. The taxes, duties and levies (including abatement/taxable composition, if any) as applicable will be paid to the Contractor against documentary evidence. • Payment will be made as per conditions in the letter of Award to the successful bidder. • The Client shall verify the bill and supporting documents after receipt of bill from the Contractor. The Client shall release the payment after deducting applicable taxes, penalties/liquidated damages and other recoverable. All the payments made by the Client will be in Indian Rupee only. No payment made by the Client herein shall be deemed to constitute acceptance by the Client of the goods or services or any part(s) thereof.

	• If any excess payment has been made by the Client due to difference in quoted price in the proposal and Contractor's invoice, the Client may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor. • At its own discretion, the Client shall make payments either through crossed bank cheque or electronic bank transfer. • Wherever applicable, tax deduction certificates shall be issued at the end of the month against deduction of statutory taxes • Payment will be arranged by Assistant General Manager (F&C), DAS, BESCOM upon submission of invoices by the contractor duly certified by Manager(TIC), Assistant General Manager (TIC) and Deputy General Manager (TIC) and Counter Signed by General Manager (DAS, SG & TIC). • BESCOM reserves the right to forfeit the Performance Bank Guarantee and terminate the contract if the contractor fails to commence the first time & second time assessment activity on the date intimated by BESCOM. • The total penalty shall not exceed 10% of the contract value.
7	**LAW, JURISDICTION, DISPUTES RESOLUTION AND ARBITRATION** a) Party claiming that a Dispute has arisen under this Agreement must give the other Party a written notice of the particulars of the Dispute. b) Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties. c) If the party fails to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such dispute and difference, either party may require that the dispute be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) and subsequent Amendments made thereon, to be adjudicated by a sole arbitrator to be appointed by mutual agreement of both the parties and the award of the arbitrator shall be final and conclusive and binding upon both the Parties. (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed). d) The place of arbitration shall be in Bangalore. The arbitral procedure shall be conducted in English language. e) The cost of arbitration including the fees of arbitrator shall be borne by both the parties equally. f) During the settlement of disputes and Arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract. g) The award of the arbitrator shall be final and conclusive and binding upon the parties. h) The courts of Bangalore only shall have the exclusive jurisdiction to deal with any issues arising out of this agreement.
8.	**Performance Security:** 8.1 The Contractor shall provide guarantee for the performance of the contract within 14 days after the receipt of the Letter of intent to award. The Performance security shall be in the form of an unconditional Bank guarantee issued by a scheduled bank located in India amounting to **5% of the Contract value** and in the format prescribed or in such other format as may be agreed between the client and the contractor. The cost and complying with the requirement of this clause shall be borne by the contractor. No interest will be payable on the Performance security. 8.2 The Performance Bank Guarantee shall be valid until the contractor has executed and completed the works therein in accordance with the Contract at least for a period of 90 days after the project completion.

	8.3 Claims Under Performance Guarantee Prior to including a claim under the performance Guarantee the Client shall in every case notify the contractor stating the nature of the default in respect of which the claim is made
9	**Penalty:** Penalty is applicable as specified in clause 6.4 above of SC. **Liquidated Damages:** ▪ The Contractor should bear in mind that time is the essence of the Contract. If the Contractor fails to complete the Scope of Work of the Project or any part thereof within the Time for Completion or any extension thereof as per clause 2.5.3 of GC, the Client shall recover from the Contractor as Liquidated Damage (LD) for such default and not as a penalty, without prejudice to the Client's Other remedies under the Contract. For imposition of LD, the loss/ damages suffered by the Client due to delays by the Contractor are the basic criteria. ▪ The recovery towards compensation should take place when loss/damage has actually taken place on account of delay caused by the Contractor. Even if there is a delay in execution of the Contract and reasons for delay are attributable to the Contractor but the Client has not suffered any actual out-of-pocket loss specifically due to delay in performance of the Contract, as evidenced by written documentation setting forth the basis for such loss, no sum as LD is recoverable from the Contractor. However, in such cases, a nominal LD as described in this clause will be recovered. ▪ Calculation of Liquidated Damages: A sum equivalent to half percent (0.5%) of the total price in Price Bid for each week of delay or part thereof which will elapse between the schedule time for completion and actual time for completion of the Project. ▪ The total recovery against liquidated damage in all cases, however, shall not exceed ten percent (10%) of the total price in Price Bid. If the amount of LD exceeds this limit, the Client reserves right to terminate the Contract.
10	**Time period for various activities:** *Refer: Terms of Reference*

IV. APPENDICES

Appendix A: Description of the Services

Refer: Terms of reference and special conditions of the contract.

Appendix B: Deliverables by Contractor and performance of Contractor

Refer: Terms of reference.

Appendix C:Key Personnel

Refer: Terms of reference.

Appendix D: Services and Facilities to be provided by the Client

Refer: Terms of reference

Appendix E:Breakdown of Contract Price in Indian Rupees

Refer: Financial proposal submission form.

Appendix F: FORM OF PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

(Clause-2.9 of Information to Contractor)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: **……** Bank Guarantee:**……**Date: **……**

To,
The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

WHEREAS**……..**[Name and address of Contractor] hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. **……** dated …… to provide the services on terms and conditions set forth in this Contract to "**Availing Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks for a period of 3 years with a provision to extendable for two more years based on the performance and on mutual consent"(CALL-2).** Form of Guarantee for performance security deposit (hereinafter called the "the Contract").AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of …… [amount of Guarantee] ……. [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ……. [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Contractor or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…….. (Rs ……..) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.

This guarantee shall be valid until 90 days from the date of expiry of the Defects Liability Period.

Signature and Seal of the Guarantor……. In presence of
Name and Designation
(Name, Signature &Occupation)

Name of the Bank
Address
(Name & Occupation)

Date……

Note: This format is for the information of the contractor and is <u>not</u> to be completed and uploaded on the KPP portal.

Appendix G:

EMD Declaration
(To be uploaded on the Bidder's letter head)

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer …….. (Name of the Tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer……. (Name of the Tenderer), also accept the fact that in case the tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a performance security and Additional performance security, if any, before the deadline fixed in the tender document, then …… (Name of the tenderer) will be debarred for participation in the tendering process for the procurements of this procurement entity for a period of one year from the date of default.

Signature of the Authorised signatory
Office seal

Appendix H:

PROFORMA OF EXTENSION OF BANK GUARANTEE
(To be uploaded on the Bidder's letter head)

Ref ……. Date ……..

TO

The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

Dear Sir,

Sub: Extension of Bank Guarantee No …….for Rs…….favouring yourselves, expiring on …….. on account of M/s……..in respect of Contract No ……dated……....(hereinafter called original Bank Guarantee).

At the request of M/ s ……..,We…….Bank, Branch Office at ……..and having its Head Office at ……do hereby extend our liability under the above mentioned Guarantee No …… Dated …… for a further period of …….Years/Months from …….to expire on ……Except as provided above, all other Terms and Conditions of the original Bank Guarantee No ……dated ……..shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached.

Yours faithfully,

For .....
Manager/Agent/Accountant
Power of Attorney No .....
Dated .....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

Appendix I:

PROFORMA OF LETTER OF UNDERTAKING
(To be executed on Non-Judicial paper of requisite value)

Ref …… Date …….

TO

Dear Sir,

1. I*/We* have read and examined the following Bid Documents relating to the……(full scope of Work).

    b. Notice Inviting Tender.
    c. Conditions of Contract containing Sections: 'Invitation to Bid, 'Instructions to Bidder", "General Terms & Conditions of Contract (GCC)"
    d. Special Conditions of Contract (SCC) along with Annexure …..... to .....
    e. Technical Specifications.

2. I / We hereby submit our Bid and undertake to keep our Bid Valid for a period of One Hundred and Eighty days (180 days) from the date of techno-commercial bid opening.

3. I/We hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause entitled "Award of Contract" Section ITB, Conditions of Contract in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfil all the terms, conditions of provision of the above mentioned Bid Documents.

Witness:

Signature
Date:
Name & Address
Name .....
Designation .....
Name of Co ..... (in Block Letters)
*Strike out whichever is not applicable.

Signature along with Seal of Co.
……..
(Duly authorized to sign the Tender On behalf of the Contractor)

Appendix J:
(To be uploaded on the Bidder's letter head)

Bidder's Name & Address:

To,
The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No……. dated …….. for ……, we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have not taken any deviation whatsoever to these Clauses:

a) **Terms of Payment:**
Clause 6.2 of General Conditions of Contract-GCC, Volume-I
b) **Bid Security /EMD:**
Clause 2.4.3 of Section 2 – Instruction to Bidder-ITB.
c) **Contract Performance Guarantee.**
Clause 2.8 of Section 2 - Instruction to Bidder-ITB
d) **Penalty for Delay.**
Clause 6.2 of General Conditions of Contract-GCC

We further confirm that any deviation to the above Clauses at SL. No. (a) to (d) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to

Date: Signature along with Seal of Co.
…….

(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

Appendix K:

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

PROFORMA OF SELF DECLARATION FOR BIDDER NOT HAVE BEEN DEFAULTED IN SUPPLIES/SERVICES/INSTALLATION AND COMMISSIONING

(Bidder shall upload notarized Self-Declaration)

Ref …… Date …….

NOT DEFAULTED DECLARATION

To,
The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

Dear Sir,

Sub: Tender Enquiry No. _____to "Availing Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks for a period of 3 years with a provision to extendable for two more years based on the performance and on mutual consent. (CALL-2)"

We hereby declare that, we have not been defaulted in supplies/services/ installation and commissioning against any of the previous Purchase Orders/Work Awards placed by any ESCOMs/ any electrical distribution utilities/ PSUs/ Govt. utilities as on the date of bid opening.

Date:

Signature along with Seal of Co.
……
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

Appendix L:

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

PROFORMA OF SELF DECLARATION FOR BIDDER NOT HAVE BEEN BLACK LISTED IN SUPPLIES/SERVICES/INSTALLATION AND COMMISSIONING
(Bidder shall upload notarized Self-Declaration)

Ref …… Date …….

NOT BLACK LISTED DECLARATION

To,

The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

Sir,

Sub: Tender Enquiry No. _____to "Availing Cyber Security Consultancy Services for BESCOM to evaluate, assess organization's computer systems, network, and software for vulnerabilities, then design and implement the best security solutions for the need of the company and for the immediate response, analysis and mitigate the damage caused by cyber-attacks for a period of 3 years with a provision to extendable for two more years based on the performance and on mutual consent (CALL-2)"

We hereby declare that, we have not been black listed in supplies/services /installation and commissioning against Purchase orders/Work Awards placed by any ESCOMs / any electrical distribution utilities/ PSUs/ Govt. utilities as on the date of bid opening.

Date:

Signature along with Seal of Co.
…….
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

Appendix M:

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS

(Bidder shall upload notarized Self-Declaration)

Ref …… Date …….

To,
The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

Dear Sirs,
I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 13 of Section IFB of Bid Documents relating to the Tender Enquiry No. …… for ……... (full scope of Work).

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries not sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that …….(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that …….(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of issue of purchase order in terms of provisions of clause entitled "Issue of Purchase Order" Section ITB, conditions of contract in the bid documents.

Date: Signature along with Seal of Co.

…….
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

***Strike out whichever is not applicable.**
Please Note: Among the above two declarations, only one which is applicable is to be declared